



Gary Jones
Director

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

April 07, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

28 April 7, 2015


PATRICK O'QUINN
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF MEMORANDUM OF UNDERSTANDING
WITH THE BAY FOUNDATION FOR
THE MARINA DEL REY ABSORBENT PAD EXCHANGE PROGRAM
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

This action is to approve a Memorandum of Understanding with The Bay Foundation for the Marina del Rey Absorbent Pad Exchange Program and delegate authority to the Director of Beaches and Harbors to sign the Memorandum of Understanding.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Marina del Rey Absorbent Pad Exchange Program is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Sections 15308 (Actions by Regulatory Agencies for Protection of the Environment) and 15330 (Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances).
2. Approve the Marina del Rey Absorbent Pad Exchange Program and authorize the Director of the Department of Beaches and Harbors to execute a Memorandum of Understanding with The Bay Foundation to provide motor oil absorbent pads to the Department of Beaches and Harbors with the goal of improving water quality in Marina del Rey.
3. Delegate authority to the Director of the Department of Beaches and Harbors, or his designee, to act as lead agent for the County and sign any other documents that may be required when conducting business with The Bay Foundation in order to effectuate the program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Bay Foundation (Foundation) is the non-profit partner of the Santa Monica Bay Restoration Commission with the mission to restore and enhance the Santa Monica Bay through actions and partnerships that improve water quality and conserve and rehabilitate natural resources.

The Foundation applied for and received a grant from the State of California Department of Resources Recycling and Recovery (CalRecycle) to provide motor oil absorbent pads to the public, and it is actively working to find local partners to implement pad exchange programs. The Department of Beaches and Harbors (Department) requested that the Foundation provide the pads to the Department so that it may implement the Marina del Rey Absorbent Pad Exchange Program (Program) with boaters in Marina del Rey. The Department's goal is to reduce the amount of motor oil that enters the Marina waters from boating operations. Providing boaters with this additional cleanup tool will assist in furthering that goal.

The Foundation will provide pads up to a value of \$6,500 for a one-year pad exchange program. The Department will implement and advertise the Program to boaters and residents of Marina del Rey.

Implementation of Strategic Plan Goals

The recommended actions will enable the County to make motor oil absorbent pads available to the boaters and residents of Marina del Rey free of charge, with the goal of improving the environment and water quality in the Marina, in furtherance of the County's Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1).

FISCAL IMPACT/FINANCING

The Foundation will provide motor oil absorbent pads to the Department with a maximum value of \$6,500 for the one-year duration of the Program. If grant funds are exhausted prior to the Program end date, the Department will purchase additional pads with funds from its Operating Budget.

Operating Budget Impact

The Department will incur a nominal cost to advertise in local publications and to potentially supplement the Program, which will be absorbed in the Department's Operating Budget within budgetary resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board's approval is required to authorize the Department's Director to sign a Memorandum of Understanding (MOU) with the Foundation in substantially the form as Attachment I.

The MOU, in substantially the form attached as Attachment I, will be approved as to form by County Counsel prior to signature.

ENVIRONMENTAL DOCUMENTATION

The Program is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Sections 15308 (Actions by Regulatory Agencies for Protection of the Environment) and 15330 (Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementing the Program will not have an impact on other services currently provided by the Department.

CONCLUSION

Should you have any questions, please contact Stefan Popescu at (310) 305-9516 or spopescu@bh.lacounty.gov.

Respectfully submitted,



GARY JONES

Director

GJ:SDP:jj

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



Memorandum of Understanding

This Memorandum of Understanding (MOU) establishes a collaborative agreement between The Bay Foundation (TBF) and the County of Los Angeles Department of Beaches and Harbors Anchorage 47 (Anchorage 47) for joint participation in the Absorbent Pad Exchange Program (Program), funded by a grant from CalRecycle.

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaboration;

I) Description of Partner Agencies

- The Bay Foundation is a 501(c) 3 non-profit environmental group founded in 1990 to restore and enhance the Santa Monica Bay and local coastal waters.
- County of Los Angeles Department of Beaches and Harbors is a government agency that oversees public urban beaches and Marina del Rey harbor for the benefit of current and future generations. Anchorage 47 is a marina managed by the Department of Beaches and Harbors; its goal is to operate a safe and enjoyable marina.

II) Background on the Absorbent Pad Exchange Program

- The use of an oil absorbent is a relatively easy and cost efficient way to help prevent oily bilge discharge. Absorbent Pad Exchange Programs (Programs) have become common throughout Southern California harbors. The Program offers individual boaters free clean oil absorbent pads and allows boaters to properly dispose of their saturated absorbent pads.

III) Roles and Responsibilities

- It is the responsibility of TBF to facilitate this partnership and assist in the installation and operation of the Program.
- It is the responsibility of TBF to go out to bid for the equipment and services of the Program.
- It is the responsibility of TBF to provide monetary compensation in the maximum amount of \$6,500 (Six Thousand Five Hundred Dollars) to an agreed upon vendor(s) for the equipment and services of the Program including; used absorbent pad waste receptacle, quarterly delivery of absorbent pads, and proper disposal of used absorbent pads until March 31, 2016 or until grant funds are exhausted, whichever comes first.
- It is the responsibility of both TBF and Anchorage 47 to work collaboratively and review the Program's success throughout its duration and upon completion. TBF will track the amount of oil absorbents distributed and recycled. Anchorage 47 will track boater comments and suggestions. Information will be exchanged during quarterly monitoring.
- It is the responsibility of Anchorage 47 to post required program signage and distribute clean absorbent pads to any and all recreational boaters who request them (one per person).
- It is the responsibility of Anchorage 47 to collect a short postcard survey from each boater in exchange for a free absorbent pad. All collected surveys (75% of distributed absorbents) must be returned to The Bay Foundation during quarterly monitoring.

OUR MISSION:

*To restore and enhance the Santa Monica Bay
through actions and partnerships that improve water quality,
conserve and rehabilitate natural resources, and protect the bay's benefits and values.*



- It is the responsibility of Anchorage 47 to announce and advertise the Program to the boating community via flyers, newsletters, and by any other means necessary. Anchorage 47 will provide TBF, during quarterly monitoring, with copies (PDF or paper) of all announcement materials, information on how materials were distributed, and an estimate of the number of people reached.
- It is the responsibility of Anchorage 47 to maintain the Program until at least April 30, 2016.

IV) Terms of Understanding

It is expressly understood that the Program is required to be open to the public and free of charge until at least April 30, 2016.

It is expressly understood that the Program must be accessible to The Bay Foundation staff until at least April 30, 2016 for monitoring purposes.

It is expressly understood and agreed that The Bay Foundation will financially support the Program to the maximum sum of \$6,500 (Six Thousand Five Hundred Dollars). In no event will the total compensation for the Program exceed the maximum sum of \$6,500 (Six Thousand Five Hundred Dollars).

The Santa Monica Bay Restoration Foundation (SMBRF) DBA The Bay Foundation (TBF) requires the County of Los Angeles Department of Beaches and Harbors Anchorage 47 to have commercial general insurance, the SMBRF requires naming the Santa Monica Bay Restoration Foundation as an additional insured with a limit of not less than One Million Dollars (\$1,000,000).

If for any reason Anchorage 47 is not withholding their part of the MOU The Bay Foundation, at their discretion, will notify Anchorage 47 in writing and has the authority to revoke the program, 30 days after the written notice.

The term of this MOU is from the effective date of this agreement to April 30, 2016 for planning, implementation, review, and monitoring of the Program.

Any party may terminate this MOU within 30 days of the effective date of this agreement with written notice to all parties without penalties or liabilities.

Authorization

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

The Bay Foundation

Name Date

County of Los Angeles Department of Beaches and Harbors Anchorage 47

Name Date

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